

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT
WITH BOX ELDER COUNTY AND WILLARD CITY CORPORATION FOR THE HISTORIC
ORCHARD PATHWAY CORRIDOR**

R2025-11-03

November 12, 2025

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Special Government Entities - Special Districts Act and the Utah Public Transit District Act (collectively the "Act"); and

WHEREAS, the Utah Interlocal Cooperation Agreement Act, UTAH CODE § 11-13-101, *et seq.* enables components of government to execute a Interlocal Cooperation Agreement ("ILA") so both entities may obtain mutual advantage and economies of scale, among other things; and

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority with the ability to execute ILAs on behalf of the Authority; and

WHEREAS, Box Elder County, Willard City Corporation and the Authority have reached agreement for the development and operation of trails on the Historic Orchard Pathway Corridor; and

WHEREAS, this agreement allows for the creation of a joint cooperative project to design, finance, construct, install, operate and maintain a public trail on property owned by the Authority; and

WHEREAS, the Board of the Authority recognizes the mutual advantage of this agreement, and desires to, in accordance with the Utah Interlocal Cooperation Agreement Act, approve and authorize the execution of an ILA with Box Elder County and Willard City Corporation for the development and operation of trails on the Historic Orchard Pathway Corridor.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the Interlocal Cooperation Agreement with Box Elder County and Willard City Corporation in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute the Interlocal Cooperation Agreement with Box Elder County and Willard City Corporation in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel related to negotiating and

R2025-11-03

implementing The Interlocal Cooperation Agreement with Box Elder County and Willard City Corporation.

4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 12th day of November 2025.

DocuSigned by:

86E38485ACBE4D0...
Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:

8D8A6B67F3AA459...
Secretary of the Authority



(Corporate Seal)

Approved as to Form:

Signed by:

0F6F046DE4724A2...
Legal Counsel

EXHIBIT A
(Interlocal Cooperation Agreement
With Box Elder County and Willard City Corporation)

INTERLOCAL AGREEMENT REGARDING THE DEVELOPMENT AND OPERATION OF A TRAILS PROJECT ON THE UTA-OWNED HISTORIC ORCHARD PATHWAY CORRIDOR

This Interlocal Agreement (the “Agreement”) regarding the development and operation of a Trails Project on the Historic Orchard Pathway Corridor (the “HOP Corridor”) is entered into as of the _____ day of _____, 2025 by and between UTAH TRANSIT AUTHORITY, a large public transit district organized under the laws of the State of Utah (“UTA”), WILLARD CITY CORPORATION, a municipal corporation organized under the laws of the State of Utah (the “City”), and BOX ELDER COUNTY, a municipal corporation organized under the laws of the State of Utah (the “County”). UTA, City, and County are hereafter sometimes collectively referred to as “parties,” and either may be referred to individually as “party,” all as governed to the context in which such words are used.

RECITALS

WHEREAS, UTA owns a portion of the HOP Corridor (hereinafter referred to as the “UTA Property”) from approximately 8700 South in Box Elder County to approximately 6800 South in Box Elder County, and desires to support the development of the Historic Orchard Pathway trail (“Trail”) to facilitate future transit connectivity; and

WHEREAS, City owns property along 200 West in Willard City (hereinafter referred to as “Willard Property”); and

WHEREAS, City and County desire to develop the public Trail within each of their jurisdictions, which will be utilized by and benefit the residents of each of their respective jurisdictions; and

WHEREAS, UTA, City, and County have agreed to cooperate in the finance, design, construction, and delivery of the Trail on the UTA Property and the Willard Property, which will be installed, operated and maintained by City and County pursuant to the terms and conditions set forth in this Interlocal Agreement; and

WHEREAS, the Bear River Association of Governments (“BRAG”) has applied for and obtained an Active Transportation Project Grant from the Utah Department of Transportation (“UDOT”) to fund the design and construction of the Trail on the UTA Property and the Willard Property, and this grant requires matching funds to be contributed towards the development of the Trail; and

WHEREAS, UTA is willing to license the eastern sixteen feet (16’) of the UTA Property (hereinafter referred to as the “UTA Licensed Area”) to the City and County for use as a public trail, and that the value of said license be treated as an in-kind contribution towards the

matching portion of UDOT Active Transportation Project Grant funding, which will be used in the design and construction of the Trail; and

WHEREAS, City is willing to contribute property along 200 West towards the matching portion of UDOT Active Transportation Project Grant funding which will be used in the design and construction of the Trail; and

WHEREAS, the parties desire to set forth their respective duties and responsibilities pursuant to this Interlocal Agreement.

NOW, THEREFORE, based upon the above Recitals and the consideration set forth herein, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement. The parties are cooperating in a joint project to finance, design, construct, install, operate and maintain a public trail (the "Trail") on a portion of the HOP Corridor consisting of real property licensed by UTA, which is more specifically described in Exhibit "A" attached hereto (hereinafter referred to as the "UTA Licensed Area") and real property owned by City, which is more specifically described in Exhibit "B" attached hereto (hereinafter referred to as the "City Property").

a. The Trail will be a paved, non-motorized corridor located on the UTA Licensed Area and the City Property, between 8700 South Box Elder County, north to approximately 6800 South, at which point the Trail will diverge and run along 200 West in Willard City north to 800 North in Willard City, as more particularly described in Exhibit "C" attached hereto (hereinafter referred to as the "Trail Alignment").

b. An Active Transportation Project Grant through UDOT has been secured by the Bear River Association of Governments ("BRAG") to design and construct the Trail. UDOT, City, and County will separately enter into a State Aid Agreement specifying the respective roles in administering the grant and other monies, and designing and constructing the Trail, which will be coordinated with UTA.

2. Portions of Trail within City. That portion of the Trail to be constructed within the jurisdictional limits of City on the City Property is approximately 2.5 miles long and extends from 800 North along 200 West, Willard, south to approximately 1100 South, Willard. This is a part of a larger project intended to extend the Trail the full length of the HOP Corridor. Upon completion of construction, City will assume sole responsibility to operate and maintain those portions of the Trail located within its jurisdictional limits. City will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of City.

3. Portions of Trail within County. That portion of the Trail to be constructed within

the jurisdictional limits of County on the UTA Licensed Area is approximately 2.5 miles long and extends from approximately 6800 South to 8700 South along the Union Pacific railroad within the eastern sixteen feet (16') of the UTA right-of-way. This is a part of a larger project intended to extend the Trail the full length of the HOP Corridor. Upon completion of construction, County will assume sole responsibility to operate and maintain those portions of the Trail located within its jurisdictional limits of the County. The County will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of the County.

4. Scope of use for Trail. The Trail will be open to the public for pedestrians, bicyclists, and similar non-motorized uses, including an equestrian component. All parties shall have the right to review and retain the right to terminate the scope of use(s) on those portions owned by the respective parties by delivering a 60-day written notice to the other parties.

5. Grant for Trail Design and Construction. In order to design, construct and install the Trail, an Active Transportation Project Grant has been secured by BRAG in the amount of \$6,000,000 through the Utah Department of Transportation ("UDOT"). UTA will license, by separate license agreement, the eastern sixteen feet (16') of UTA Property for the in-kind matching portion of this grant and the City will contribute an easement upon City Property for the in-kind matching portion of this grant. UTA and City will be responsible for complying with any federal, state or local grant requirements. The disbursement of the funds from the Active Transportation Project Grant will be by UDOT. In the event the Active Transportation Project Grant is insufficient for the design, construction, and installation of the Trail, the City shall not be required to provide any further in-kind, cash, or other contributions for the completion of the Trail without the City's expressed written consent.

6. Design Review. City and County are the principal contracting entities with respect to the design consultant retained to perform design and engineering work for the Trail. Accordingly, City and County shall retain the design consultant and coordinate the design and approval of the final design of the Trail by the design consultant. UTA shall be consulted on Trail designs relating to that portion to be built upon the UTA Licensed Area, which designs shall be subject to UTA review and approval. City and County shall obtain reimbursement for the design consultant's fees from the Active Transportation Project Grant through UDOT.

7. Construction: Coordination with Contractor. City and County are the principal contracting entities with respect to the contractor who will construct and install the Trail on the UTA Property and the City Property. Accordingly, City and County shall retain the contractor and coordinate the construction and installation of the Trail by the contractor. City and County shall obtain reimbursement for the contractor's fees from the Active Transportation Project Grant through UDOT. UTA and City, being the owners of the properties upon which the Trail will be constructed, will coordinate the contractor's access to the properties. UTA, City and the County shall have no responsibility or liability to third parties for the acts of omissions of the contractor.

8. Inspection of Contractor's Work. When the contractor indicates that Trail construction is substantially complete under the terms of the construction contract, UTA, City, and County will conduct a joint inspection and walk-through of the Trail. As the parties who have contracted with the contractor, and who will ultimately be responsible for operating and maintaining the Trail, City and County shall have the right to object to any portions of the contractor's work which City or County deems defective or non-compliant with the construction contract. At the completion of the inspection, UTA, City and County will develop a mutually agreeable punch list of open items which the contractor must satisfactorily complete prior to final acceptance of the Trail work. City and County shall cause the contractor to complete the open items in accordance with the approved punch list.

9. City and County to Operate Trail. Beginning upon substantial completion of the Trail and continuing thereafter until the expiration or termination of this Agreement, City and County agree to maintain those portions of the Trail within each of their respective jurisdictions. This shall include responsibility for posting and enforcing rules and ordinances related to use of the Trail. This shall include maintaining, repairing, replacing, and reconstructing all pavements, fencing, signage, landscaping or other improvements installed as part of the Trail, with such responsibility to continue throughout the term of this Agreement. This shall also include performing any law enforcement, abatement, or other actions necessary to enforce against encroachment and unlawful conduct, including security monitoring or other activities necessary to protect persons and property on the Trail. UTA will not be responsible for performing enforcement or policing duties.

10. License to Operate Trail. UTA will grant the City and County a license allowing the City and County to operate and maintain the Trail upon the UTA Property. The license shall be subject to the terms and conditions of this Agreement and indemnify UTA against damages arising out of the design, construction, maintenance, and use of Trail. The scope of the license shall not include any improvements that are not specifically necessary for the Trail including, without limitation, the installation of public utility crossings or drainage facilities upon, under, along or within the UTA Property. Any out-of-scope uses requested by City or County shall be considered pursuant to a separate licensing process. The market value of the UTA Trail License was appraised by Kendall S. Mitchell, MAI at \$381,700 as of January 23, 2024.

11. Maintenance Standard. City and County agree to maintain all Trail improvements within each of their respective jurisdictions in a good and workmanlike manner to include but not limited to the following: (1) Trees, shrubs, bushes should be kept clear of the sides of the Trail by two feet and eight feet in height. (2) The Trail surface should be kept free of weeds, especially puncturevine. (3) The Trail surface should be repaired as needed in order to remain functional and safe. (4) Directional and informational signage should be kept in a clearly legible state and in a manner consistent with City's public parks and County's public facilities. (5) All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of any governmental authority having jurisdiction with respect to the property upon which the Trail is constructed and installed. City and County will not be required

to perform any snow removal on the Trail. City and County will maintain the full width of the UTA Licensed Area.

12. Work to be Performed by City and County after Initial Installation. Upon completion of the Trail, City and County will be responsible for all subsequent work required to maintain the Trail to the standards contemplated in this Agreement. The parties acknowledge that the historic use of the HOP Corridor as a railroad right-of-way requires the implementation of certain requirements, standards and restrictions related to work to be performed by City and County. City and County agree to cause the preparation of detailed plans and specifications with respect to any non-routine work to be performed by City or County including, without limitation, any work involving the proposed excavation or penetration of surface soils. UTA shall have the right to review and approve such plans and specifications.

13. Environmental Covenant. Unless specifically approved in writing by UTA, City and County hereby covenant not to cause or permit the introduction, usage, storage or release of any hazardous materials on or adjacent to the UTA Property. As used in this Agreement, the term "hazardous materials" means any pollutants, toxic substances, hazardous wastes, hazardous substances, oils of any kind or in any form (including petroleum, fuel oil, diesel oils, crude oil or any fraction thereof), and any other substances defined in or pursuant to the Resource Conservation and Recovery Act, the Comprehensive Response, Compensation and Liability Act, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substance Control Act, or any other federal, state or local environmental laws, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereon, previously enforced or subsequently enacted.

14. Allocation of Liability. Each party shall perform the obligations it has assumed under this Agreement in a reasonable manner and in compliance with all applicable laws. Liability for any costs, liabilities, damages, suits, judgments, fines, fees (including attorneys' fees) or other losses (hereafter collectively "Losses") arising from the Trail shall be allocated as follows:

14.1. Each party shall be liable and responsible for any Losses arising from or in connection with its respective breach of the obligations assumed under this Agreement.

14.2 City and County agree to indemnify, defend, and hold UTA harmless from and against any and all Losses relating to (1) use of the Trail, whether legal or illegal, or (2) construction or maintenance activities conducted by City or County or its agents on the Trail, or (3) the design of the Trail, unless such Losses are caused by the gross negligence or misconduct of UTA.

14.3. UTA shall remain liable and responsible for any Losses connected to the existing environmental condition of the UTA Property. City and County shall be liable and responsible for any Losses related to any exacerbation of existing environmental conditions affected by City's or County's breach of its obligations under this Agreement

including, without limitation, City's or County's violation of the covenant contained in this Agreement.

14.4. All other Losses shall be allocated as otherwise provided by applicable law.

14.5. In cases where a lawsuit, enforcement proceeding, administrative hearing or other adjudicative proceeding is commenced against any party for or on account of Losses for which the other party may be solely or jointly liable under this Agreement, the party thus served shall give other parties timely written notice of the pendency of such proceeding, and thereupon the parties so notified shall assume or join in the defense thereof. No party shall be bound by any judgment against the other parties unless it shall have been so notified and shall have reasonable opportunity to assume or join in the defense of the action.

14.6. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party. The Parties recognize and acknowledge that they are public or governmental entities covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63G-7-101 et. seq. of the Utah Code, as amended, and the limits of liability therein described. Nothing herein shall constitute a waiver of any legal defenses or benefits available under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

15. Default. A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed or performed, and the continuation of such failure for a period of 30 days after the giving of written notice by the non-defaulting party(ies), which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the 30-day period and thereafter diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party(ies) shall have a breach of contract claim remedy against the defaulting party in addition to all the other remedies provided or permitted by law, provided that no remedy which would have the effect of amending or termination any provisions of this Agreement shall become effective without formal amendment of this agreement.

16. Term. This Agreement shall be effective when fully executed by all parties. Subject to the provisions for termination as provided in Section 17 below, this Agreement shall continue in full force and effect for an initial term of 25 years. Provided that no party is in default with respect to this Agreement, this Agreement shall automatically renew for an additional term of 25 years, provided that no party has delivered (within the 180 days immediately preceding expiration of the initial term) written notice of its intent to terminate the Agreement upon expiration of the initial term.

17. Termination. This Agreement and the Trail contemplated hereunder are both subject to recommencement of rail or commencement of other UTA transit operations within the HOP Corridor.. Notwithstanding the Term of this Agreement or any other provision of this Agreement, UTA shall have the right to terminate this Agreement, at its sole option, and without recourse on the part of City or County, in the event that freight or public transit operation are commenced (or construction with respect to freight or public transit improvements commences) in the HOP Corridor, by providing 180 days' notice to the other parties.

18. Effect of Termination. In the event that this Agreement expires or is terminated prior to expiration, City and County shall peacefully surrender their use of the UTA Property and the UTA Property shall cease to be used as a City and County Trail. UTA, at its expense, may thereafter remove all property constructed upon the UTA Property as part of the Trail.

19. Notices. Any notice, demand, request, consent, submission, approval, designation or other communication which any party is required or desires to give under this Agreement shall be made in writing and delivered to the other party(ies) at the addresses set forth below or at such other addresses as such party may provide in writing from time to time. All notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to UTA
Utah Transit Authority
Attn: Property Management Department
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to
Utah Transit Authority
Attn: Attorney General's Office
669 West 200 South
Salt Lake City, Utah 84101

If to City
Willard City
Attn: City Recorder
80 West 50 South (PO Box 593)
Willard, Utah 84340

With a Copy to
Willard City
Attn: City Attorney
80 West 50 South (PO Box 593)
Willard, Utah 84340

If to County
Box Elder County
Attn: County Clerk
1 South Main Street
Brigham City, Utah 84302

With a Copy to
Box Elder County
Attn: County Attorney's Office
81 North Main St, Suite 102
Brigham City, Utah 84302

20. Non-Waiver. No covenant or condition of this Agreement may be waived by any party unless done so in writing by such party. Forbearance or indulgence by any party in any regard

whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party(ies).

21. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. Governing Law. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties shall only be brought in the District Court of Box Elder County, Utah, which shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third persons under this Agreement. It is the express intention of the parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

24. Entire Agreement: Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises or inducements made by any party or agents of any party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all parties.

25. Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

25.1. This Agreement shall be authorized by resolution or ordinance of the governing body or each party.

25.2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party.

25.3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party.

25.4. Prior to the expiration of the term of this Agreement pursuant to Section 16 of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties or as otherwise set forth in Section 16.

25.5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by any party, or by the parties jointly, pursuant to this Agreement shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed between the parties or as otherwise required by applicable local, state and federal law.

25.6. This agreement shall be jointly administered by Willard City Manager and the Box Elder County Community Development Director.

IN WITNESS WHEREOF, the parties have each executed this Interlocal Agreement Regarding the Development and Operation of a Trails Project on the Historic Orchard Pathway Corridor as of the date first set forth above.

UTAH TRANSIT AUTHORITY

By: _____
UTA Executive Director

By: _____
Chief Capital Services Development Officer

APPROVED AS TO FORM AND LEGALITY

Signed by:

56A03BC7C491482...

Assistant Attorney General

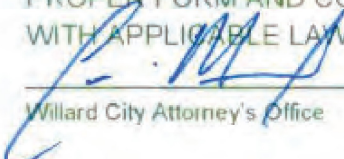
WILLARD CITY CORPORATION

By: 
Travis Mote, Mayor

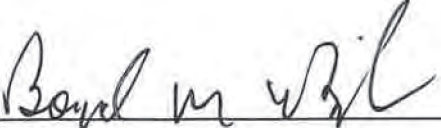
ATTEST AND COUNTERSIGN


Susan Obray, City Recorder

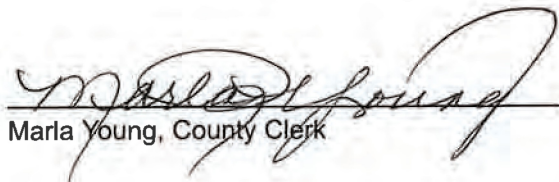
**APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW**


Willard City Attorney's Office

BOX ELDER COUNTY

By: 
Boyd Bingham, Chairman, County Commission

ATTEST AND COUNTERSIGN


Marla Young, County Clerk

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW


Box Elder County Attorney's Office



Exhibit A – UTA Licensed Area

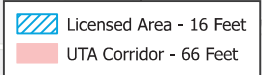


Exhibit B – City Property

Entry No. 471408 B: 1575 P: 1590
02/06/2024 10:36:46 AM FEE \$0.00 Pages: 6
EASEMENT/RIGHT OF WAY For Willard City
Chad Montgomery, Box Elder County Utah Recorder



WHEN RECORDED, MAIL TO:
Willard City
80 West 50 South
Willard, UT 84340

EASEMENT 1 IS IN ROAD R/W - NOT
ABSTRACTED
EASEMENT 2 AFFECTS 02-052-0106

GRANT OF EASEMENT
(Public Trail)

Project: Willard – Historic Orchard Pathway
See Exhibit #1

Willard City, a Municipal Corporation, GRANTOR, are the Owners of the public right-of-way along 200 West Street located in Willard City, Box Elder County, State of Utah, hereinafter "Right-of-Way". Willard City, a Municipal Corporation, GRANTEE, is a Municipal Corporation who administers and governs the development of real property within the boundaries of Willard City.

Willard City, a Municipal Corporation, as GRANTOR, do hereby assign, convey, transfer, and deed to Willard City, a Municipal Corporation, GRANTEE, a perpetual easement for the express purpose of installing a public trail on, over, underneath, and above a portion of the "Right-of-Way", described hereinafter.

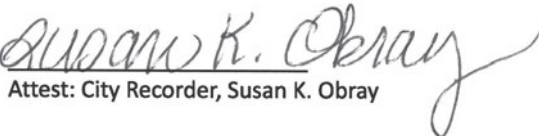
Grantee has the right to install, maintain, repair, replace, or modify the public trail and associated appurtenances within the "Easement Estate."

The "Easement Estate" on, over, above, and beneath a portion of the "Right-of-Way", is more particularly described as:

See Legal Description of the Easement Estate in attached Exhibit #1

Witness the hand of said GRANTORS, this 5th day of February, A.D. 2024.


Mayor Travis Mote


Attest: City Recorder, Susan K. Obray

Page 2

See Exhibit #1

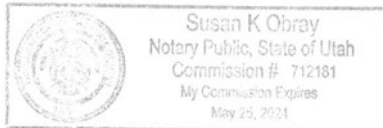
State of Utah)
) ss.

County Box Elder)

On this 5th day of Feb, in the year 2024, personally appeared before me Travis Mote, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Mayor of Willard City, a Municipal Corporation, and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Travis Mote acknowledged to me that said Corporation executed the same.

Susan K. O'bray
NOTARY PUBLIC

Commission Expires:



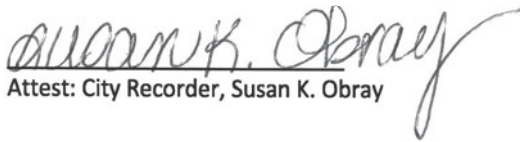
Page 3

See Exhibit #1

As Mayor of Willard City, Box Elder County, State of Utah, I hereby accept the easement granted by Willard City.



Mayor Travis Mote



Attest: City Recorder, Susan K. Obray

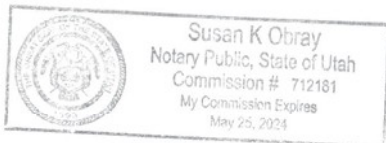
State of Utah)

) ss.

County of Box Elder)

Subscribed and sworn to before me on this 5th day of Feb 4 2023, by Travis Mote.

WITNESS my hand and official seal the day and year in this certificate first above written.



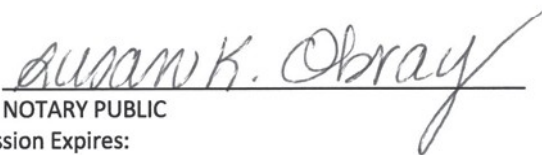

NOTARY PUBLIC
Commission Expires:

Exhibit #1
LEGAL DESCRIPTION

A TRAIL EASEMENT WITHIN THE RIGHT-OF-WAY OF 200 WEST STREET SITUATED IN THE SOUTHWEST QUARTER OF SECTION 14, NORTHWEST & SOUTHWEST QUARTERS OF SECTION 23, NORTHWEST & SOUTHWEST QUARTERS OF SECTION 26, AND NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 200 WEST STREET LOCATED 2249.34 FEET NORTH 71°34'21" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 23 (BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 WHICH BEARS SOUTH 89°10'17" EAST);

RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 13°45'49" EAST 1738.73 FEET; AND (2) SOUTHERLY TO THE RIGHT ALONG THE ARC OF A 4957.15 FOOT RADIUS CURVE, A DISTANCE OF 622.81 FEET, CHORD BEARS SOUTH 10°09'52" EAST 622.41 FEET, HAVING A CENTRAL ANGLE OF 07°11'55"; THENCE SOUTH 84°11'06" WEST 51.00 FEET; THENCE SOUTH 06°09'34" EAST 66.51 FEET; THENCE SOUTH 07°25'45" EAST 108.97 FEET; THENCE SOUTH 04°30'01" EAST 66.11 FEET; THENCE SOUTH 02°47'09" EAST 197.16 FEET; THENCE SOUTH 00°40'22" EAST 250.01 FEET; THENCE SOUTH 01°41'50" WEST 198.24 FEET; THENCE SOUTH 01°47'33" WEST 964.32 FEET; THENCE SOUTH 01°33'10" WEST 195.82 FEET; THENCE SOUTH 02°17'35" WEST 40.04 FEET; THENCE SOUTH 01°37'40" WEST 120.24 FEET; THENCE SOUTH 05°05'48" WEST 97.13 FEET; THENCE SOUTH 01°09'09" WEST 400.10 FEET; THENCE SOUTH 01°55'33" WEST 286.81 FEET; THENCE SOUTH 01°06'27" WEST 292.83 FEET; THENCE SOUTH 02°13'21" EAST 72.12 FEET; THENCE SOUTH 01°30'16" WEST 810.99 FEET; THENCE SOUTH 01°30'51" WEST 24.44 FEET; THENCE SOUTH 01°21'25" WEST 352.65 FEET; THENCE SOUTH 07°34'38" WEST 60.01 FEET; THENCE SOUTH 00°36'25" WEST 375.93 FEET; THENCE SOUTHERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 495.50 FOOT RADIUS CURVE, A DISTANCE OF 41.43 FEET, CHORD BEARS SOUTH 02°20'10" EAST 41.41 FEET, HAVING A CENTRAL ANGLE OF 04°47'25"; THENCE SOUTH 11°22'50" EAST 92.70 FEET; THENCE SOUTH 00°42'07" EAST 137.73 FEET; THENCE SOUTH 01°55'13" EAST 902.81 FEET; THENCE NORTH 90°00'00" EAST 5.00 FEET; THENCE SOUTH 01°57'28" EAST 938.86 FEET; THENCE SOUTH 01°41'24" EAST 100.16 FEET; THENCE SOUTH 01°58'36" EAST 565.37 FEET; THENCE SOUTH 01°15'13" EAST 157.30 FEET; THENCE SOUTH 01°39'23" EAST 68.20 FEET; THENCE SOUTH 00°00'05" EAST 116.27 FEET; THENCE SOUTH 26°43'14" WEST 19.30 FEET; THENCE SOUTHERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 82.01 FOOT RADIUS CURVE, A DISTANCE OF 8.80 FEET, CHORD BEARS SOUTH 20°46'52" WEST 8.79 FEET, HAVING A CENTRAL ANGLE OF 06°08'42"; THENCE SOUTH 01°46'54" EAST 54.72 FEET; THENCE SOUTHEASTERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 82.01 FOOT RADIUS CURVE, A DISTANCE OF 9.09 FEET, CHORD BEARS SOUTH 24°26'45" EAST 9.08 FEET, HAVING A CENTRAL ANGLE OF 06°20'53"; THENCE SOUTHERLY ON A REVERSE NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 65.83 FOOT RADIUS CURVE, A DISTANCE OF 31.85 FEET, CHORD BEARS SOUTH 21°26'21" EAST 31.54 FEET, HAVING A CENTRAL ANGLE OF 27°43'28"; THENCE NORTH 90°00'00" WEST 5.00 FEET; THENCE SOUTH 01°40'47" EAST 156.06 FEET; THENCE SOUTH 01°49'54" EAST 170.88 FEET; THENCE SOUTH 01°49'14" EAST 286.62 FEET; THENCE SOUTH 01°41'52" EAST 45.98 FEET; THENCE SOUTH 01°54'20" EAST 129.37 FEET; THENCE NORTH 86°45'46" EAST 5.00 FEET; THENCE SOUTH 02°50'48" EAST 86.15 FEET; THENCE SOUTH 01°15'50" EAST 105.71 FEET; THENCE SOUTH 01°28'47" EAST 105.79 FEET; THENCE SOUTH 00°32'52" EAST 169.78 FEET; THENCE SOUTH 00°36'15" WEST 89.06 FEET; THENCE SOUTH 02°48'33" WEST 76.79 FEET; THENCE SOUTH 03°05'14" WEST 195.53 FEET; THENCE SOUTH 02°50'20" WEST 294.45 FEET TO A POINT THAT IS LOCATED SOUTH 75°55'30" WEST 4283.20 FEET FROM THE SOUTH EAST CORNER OF SAID SECTION 26; THENCE NORTH 87°08'07" WEST 16.34 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 200 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 02°52'01" EAST 454.59 FEET; AND (2) NORTHERLY TO THE LEFT ALONG THE ARC OF A 5711.65 FOOT RADIUS CURVE, A DISTANCE OF 463.39 FEET, CHORD BEARS NORTH 00°32'34" EAST 463.26 FEET, HAVING A CENTRAL ANGLE OF 04°38'54"; THENCE NORTH 01°17'50" WEST 118.25 FEET; THENCE NORTH 02°51'32" WEST 53.17 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 01°46'54" WEST 859.22 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 01°46'54" WEST 54.72 FEET; THENCE NORTH 01°46'54" WEST 103.09 FEET; THENCE NORTH 00°00'05" WEST 38.53 FEET; THENCE NORTH 01°46'00" WEST 53.14 FEET; THENCE NORTH 01°12'31" WEST

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See Exhibit #1

155.59 FEET; THENCE NORTH 01°52'59" WEST 682.08 FEET; THENCE NORTH 01°52'59" WEST 878.87 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 02°01'36" WEST 1074.81 FEET; (2) NORTHERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 680.44 FOOT RADIUS CURVE, A DISTANCE OF 13.25 FEET, CHORD BEARS NORTH 10°15'48" WEST [CHORDDIST] FEET, HAVING A CENTRAL ANGLE OF 01°06'57"; (3) THENCE NORTH 10°49'16" WEST 84.23 FEET; AND (4) NORTHERLY TO THE RIGHT ALONG THE ARC OF A 541.35 FOOT RADIUS CURVE, A DISTANCE OF 17.13 FEET, CHORD BEARS NORTH 09°54'52" WEST 17.13 FEET, HAVING A CENTRAL ANGLE OF 01°48'47"; THENCE NORTH 00°36'27" EAST 422.67 FEET; THENCE NORTH 07°34'38" EAST 60.04 FEET; THENCE NORTH 01°21'26" EAST 351.99 FEET; THENCE NORTH 03°10'21" WEST 24.48 FEET; THENCE NORTH 01°30'16" EAST 810.56 FEET; THENCE NORTH 02°13'21" WEST 72.09 FEET; THENCE NORTH 01°06'28" EAST 293.32 FEET; THENCE NORTH 01°55'33" EAST 286.90 FEET; THENCE NORTH 01°09'09" EAST 400.47 FEET; THENCE NORTH 05°05'48" EAST 97.20 FEET; THENCE NORTH 01°37'40" EAST 119.79 FEET; THENCE NORTH 05°09'09" EAST 40.09 FEET; THENCE NORTH 01°33'10" EAST 195.84 FEET; THENCE NORTH 01°47'34" EAST 964.38 FEET; THENCE NORTH 01°41'50" EAST 197.89 FEET; THENCE NORTH 00°40'08" WEST 239.16 FEET; THENCE NORTH 06°49'38" WEST 82.53 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 4891.15 FOOT RADIUS CURVE, A DISTANCE OF 380.24 FEET, CHORD BEARS NORTH 04°31'15" WEST 380.15 FEET, HAVING A CENTRAL ANGLE OF 04°27'15" ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 83°50'26" EAST 51.96 FEET; THENCE NORTHERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 5315.14 FOOT RADIUS CURVE, A DISTANCE OF 632.80 FEET, CHORD BEARS NORTH 10°43'53" WEST 632.43 FEET, HAVING A CENTRAL ANGLE OF 06°49'17"; THENCE NORTH 13°35'09" WEST 859.81 FEET; THENCE NORTH 76°25'30" EAST 5.29 FEET; THENCE NORTH 13°46'59" WEST 841.70 FEET; THENCE SOUTH 76°14'11" WEST 33.50 FEET; THENCE NORTH 13°45'49" WEST 10.00 FEET; THENCE NORTH 76°14'11" EAST 43.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: ±3.914 ACRES

AND

A TRAIL EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

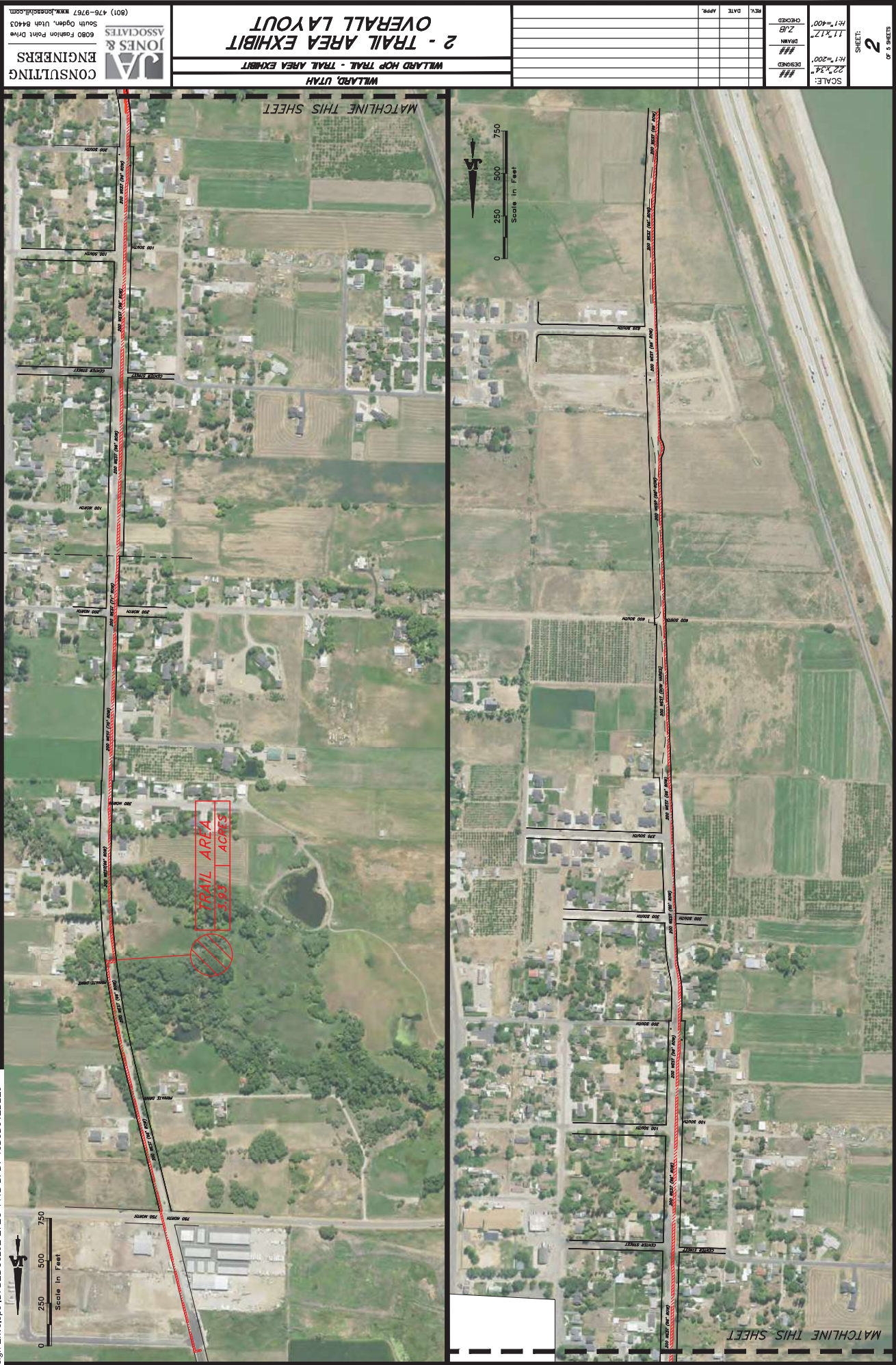
BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 200 WEST STREET LOCATED 4149.41 FEET NORTH 89°20'26" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 26 (BASIS OF BEARING IS THE EAST LINE OF SAID SECTION WHICH BEARS NORTH 00°18'12" EAST);

RUNNING THENCE NORTH 02°51'32" WEST 32.14 FEET; THENCE NORTH 01°54'24" WEST 129.62 FEET; THENCE NORTH 01°41'52" WEST 45.98 FEET; THENCE NORTH 01°49'14" WEST 286.60 FEET; THENCE NORTH 01°49'48" WEST 171.20 FEET; THENCE NORTH 01°52'18" WEST 92.74 FEET; THENCE NORTH 01°24'03" WEST 62.53 FEET; THENCE NORTH 17°12'40" WEST 17.56 FEET; THENCE NORTHERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 92.01 FOOT RADIUS CURVE, A DISTANCE OF 109.05 FEET, CHORD BEARS NORTH 00°00'23" WEST 102.78 FEET, HAVING A CENTRAL ANGLE OF 67°54'31"; THENCE NORTH 00°00'05" WEST 76.60 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 01°46'54" EAST 103.09 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTHERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 82.01 FOOT RADIUS CURVE, A DISTANCE OF 55.79 FEET, CHORD BEARS SOUTH 01°46'54" EAST 54.72 FEET, HAVING A CENTRAL ANGLE OF 38°58'49" TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 01°46'54" EAST 859.22 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING: ±0.052 ACRES

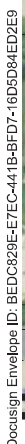
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Exhibit C – Trail Alignment

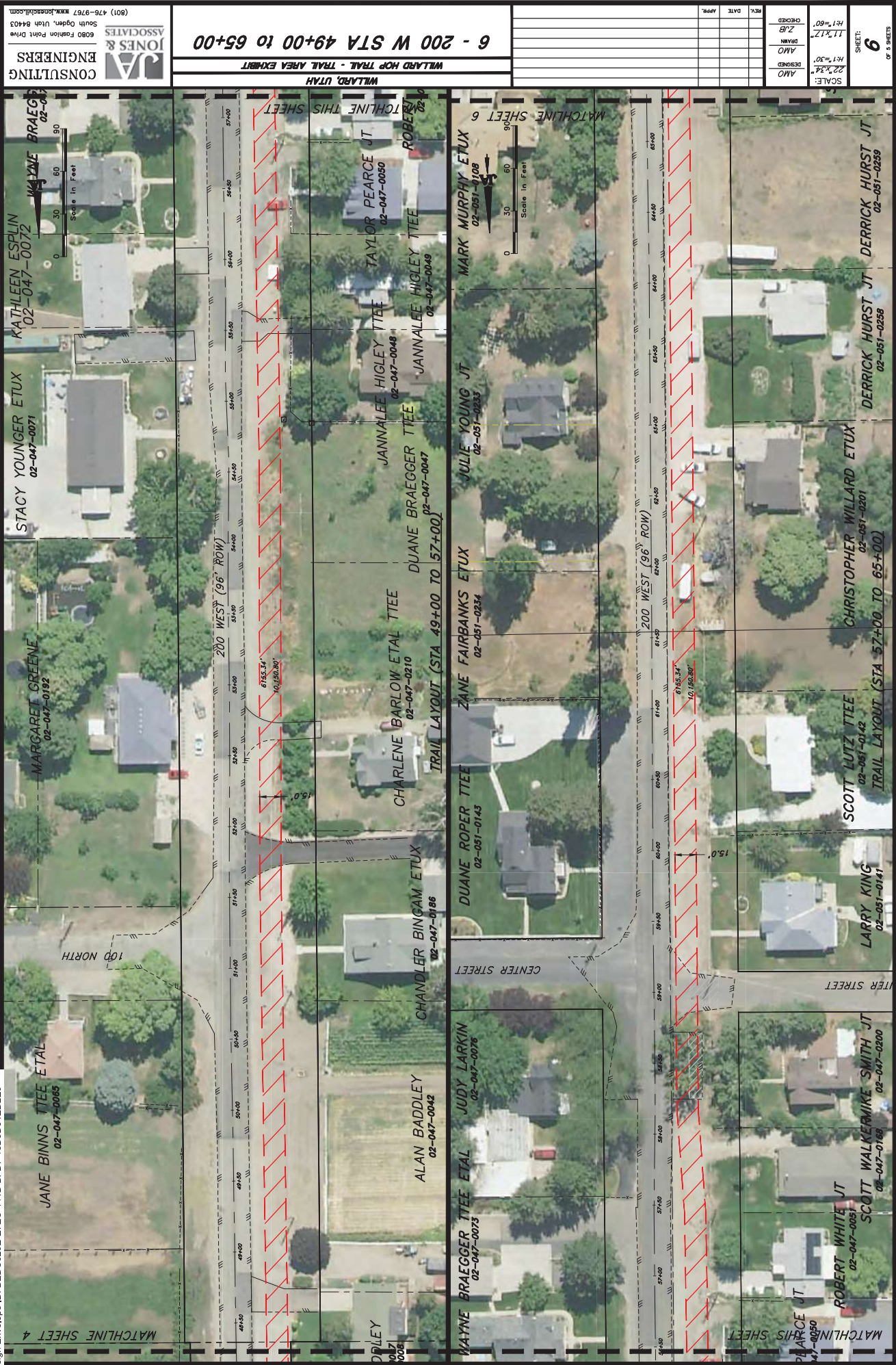








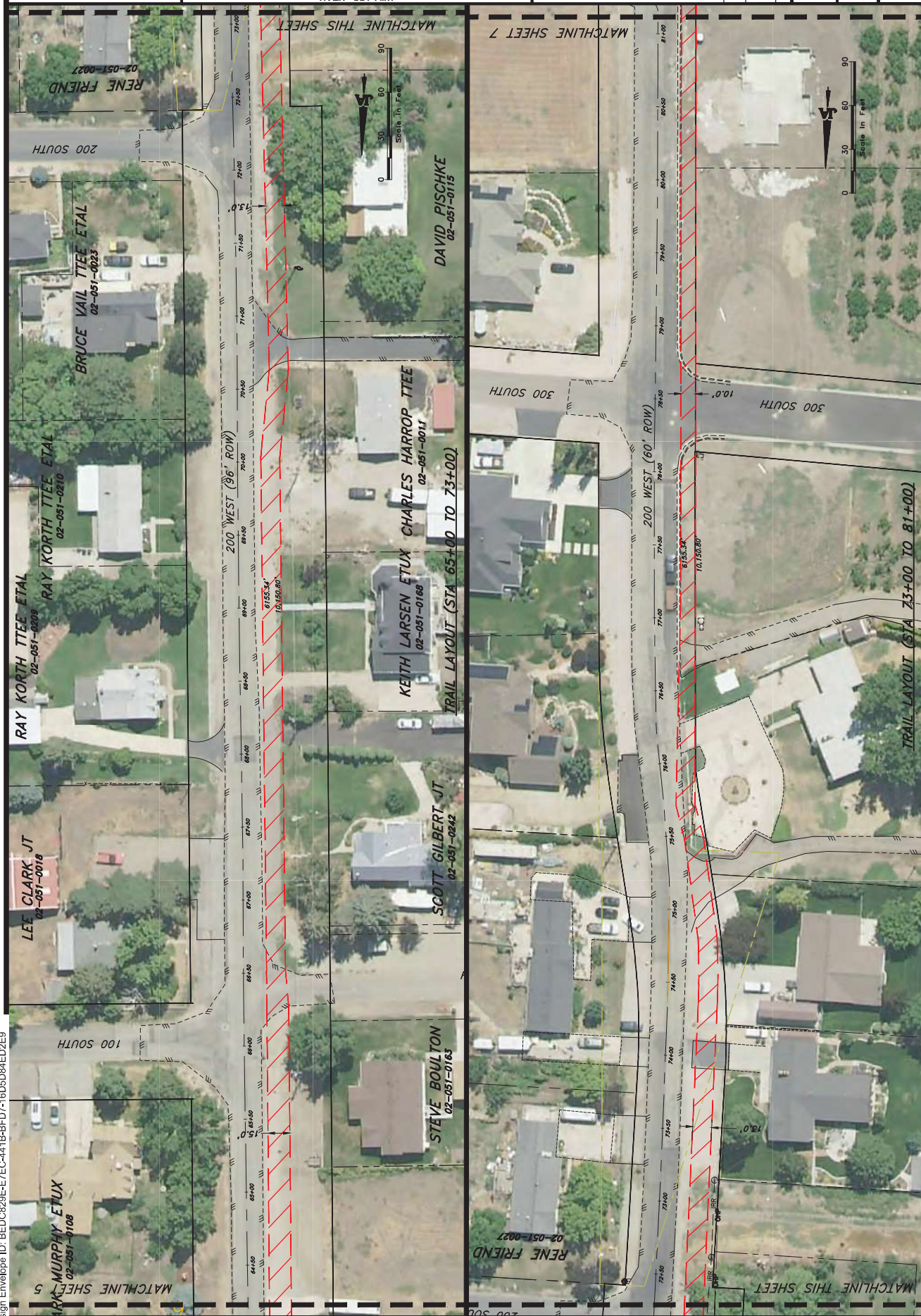
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[illegible]

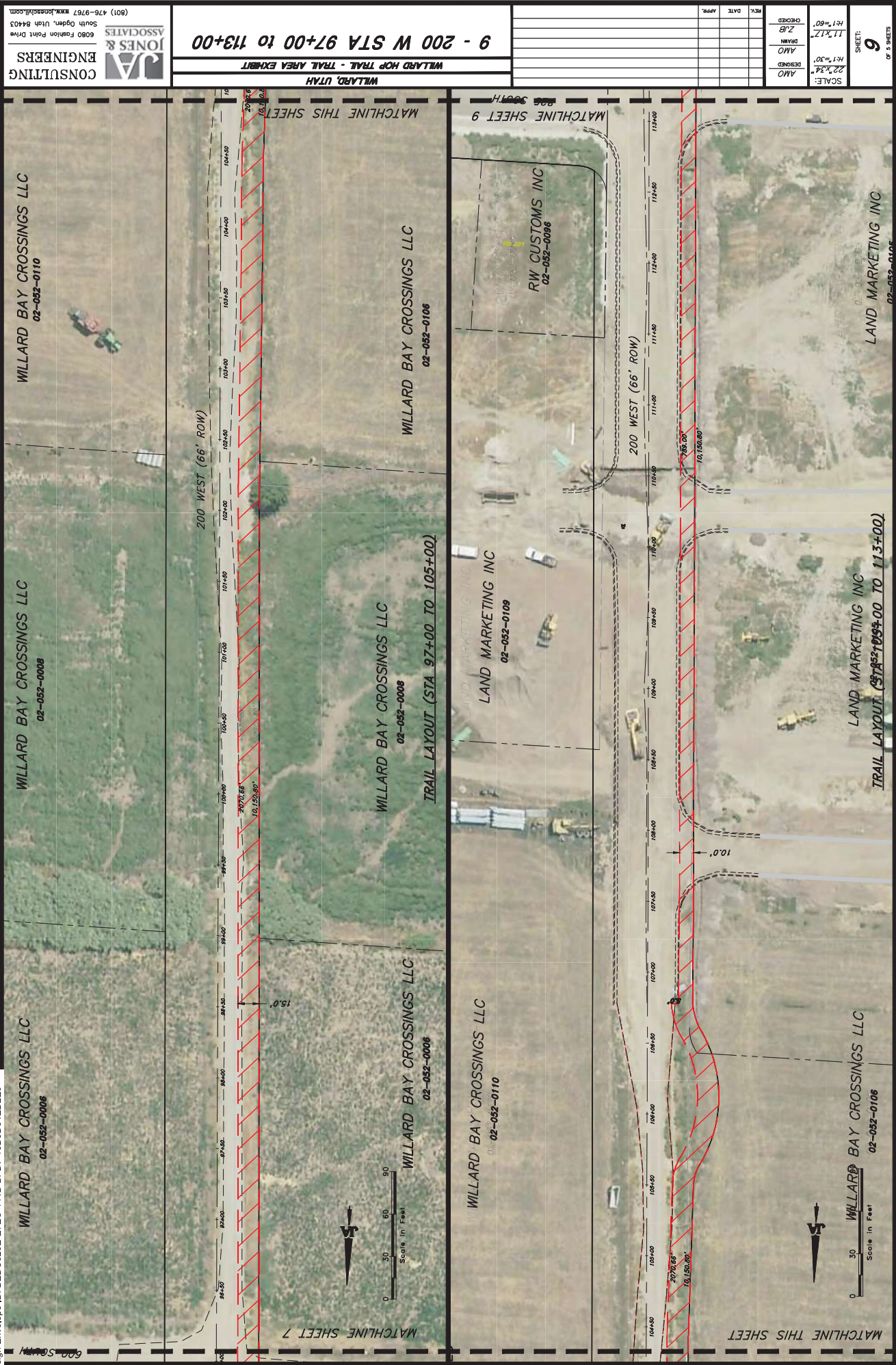
AMO	DESIGNED	AMO	DRAIN	ZJB	CHECKED
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SHEET: 7





Docusign Envelope ID: BEDC829E-E7EC-441B-BFD7-16D5D84ED2E9



CONSULTING ENGINEERS

JONES & ASSOCIATES

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South Ogden, Utah 84403
(801) 476-9767 www.jonesassoc.com

REV.	DATE	APPR.

SCALE: 22' = 1" (20' = 1" for 20' = 1")	22' = 1" (20' = 1" for 20' = 1")
20' = 1" (20' = 1" for 20' = 1")	20' = 1" (20' = 1" for 20' = 1")
20' = 1" (20' = 1" for 20' = 1")	20' = 1" (20' = 1" for 20' = 1")
20' = 1" (20' = 1" for 20' = 1")	20' = 1" (20' = 1" for 20' = 1")
20' = 1" (20' = 1" for 20' = 1")	20' = 1" (20' = 1" for 20' = 1")

SHEET: 9 OF 5 SHEETS

